

## **SETTLEMENT AGREEMENT**

This Settlement Agreement is made by and among the Missouri Attorney General's Office ("Attorney General"), the Missouri Department of Natural Resources ("Department"), and Exide Technologies ("Exide"). This agreement is deemed to be executed on the date this document is signed and dated by the Department following Exide's signature.

WHEREAS, Exide owns and operates the Canon Hollow Recycling Facility located 4 miles northwest of Forest City in Holt County, Missouri.

WHEREAS, Exide is negotiating the terms of, and will eventually sign, a Consent Judgment that sets out control strategies, to be implemented by Exide, that are designed to attain and maintain the 2008 National Ambient Air Quality Standard (NAAQS) for lead.

WHEREAS, this agreement aids in the validity and accuracy of establishing maximum quantities of air contaminants that may be emitted from an air contaminant source pursuant to Section 643.0501(1)(b), RSMo.

WHEREAS, to provide for appropriate instrumentation and quality assurance procedures necessary for the collection of data that is adequately representative and compatible with air dispersion modeling requirements, the parties agree that an on-site meteorological station located on property

near Exide's Canon Hollow Recycling Facility is beneficial to the State and Exide.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Department, the Attorney General, and Exide agree as follows:

1. The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their agents, subsidiaries, affiliates, and lessees, including the officers, agents, servants, corporations and any persons acting under, through, or for the parties agreeing hereto.

2. Exide, in order to collect spatially and geographically representative meteorological data in furtherance of compliance with the lead NAAQS, agrees, without admitting liability or fault, to the following:

A. Exide installed in March 2014 a meteorological station at a location approved by the Department. Exide shall monitor meteorological data to support future dispersion modeling or other episodic analysis. Meteorological data collection shall include 10 meter wind speed, 10 meter wind direction, 2 and 10 meter ambient temperature, ambient barometric pressure, 10 meter sigma theta, 2 meter to 10 meter delta temperature, relative humidity, precipitation and incoming solar radiation. Exide shall continue data collection from

this station until data collected from the ambient air network for 36 three-month rolling averages shows continuous attainment with the 2008 Lead NAAQS, unless terminated earlier by either party on 60 days written notice after an initial operating period of twelve (12) months. This agreement may be extended by written agreement of the parties at any time during its effective period.

B. Meteorological monitoring shall be conducted pursuant to a Department-approved Quality Assurance Project Plan (QAPP). Exide shall submit the QAPP to the Department for review and approval within sixty (60) days of entry of this Agreement.

C. Exide shall provide to the Department the meteorological data and quality assurance summaries in a quarterly report within forty-five (45) days after the end of each calendar quarter. Data shall be reported electronically in the format identified in the QAPP.

3. The terms stated herein constitute the entire and exclusive agreement of the parties. There are no other obligations associated with the meteorological station among the parties, be they express or implied, oral or written, except those which are expressly set out in this Settlement Agreement. The terms of this Settlement Agreement supersede all previous

memoranda of understanding, notes, conversations, and agreements whether express or implied. This agreement may not be modified orally.

**SIGNATURES**

**MISSOURI DEPARTMENT OF  
NATURAL RESOURCES**

**BY: \_\_\_\_\_**  
**Kyra L. Moore, Director**  
**Air Pollution Control Program**

**DATE: \_\_\_\_\_**

**EXIDE TECHNOLOGIES**

**CHRIS KOSTER**  
**Attorney General**

**By: \_\_\_\_\_**

**BY: \_\_\_\_\_**

**Printed Name: \_\_\_\_\_**

**Kara L. Valentine**  
**Assistant Attorney General**

**TITLE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**DATE: \_\_\_\_\_**